

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

BRENDA ATUTONU KING, et al.,

Plaintiffs,

v.

**WYNDHAM VACATION OWNERSHIP,
Inc., et al.,**

Defendants.

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Case No. 6:18-CV-03319-MDH

ORDER

Before the Court is Counterclaimant Wyndham Vacation Resorts, Inc.'s Motion for Monetary Damages. (Doc. 89). The parties have fully briefed the motion and it is ripe for review.

On December 16, 2019, the Court entered an Order granting WVR's Motion for Summary Judgment. (Doc. 88). The Court further ordered WVR to file a motion for specific damages. WVR has now filed their motion setting forth the specific damages it seeks for the breach of contract claims. WVR seeks \$63,015.85 against Roger and Rita Leake and \$201,508.53 against Gay Hartfiel and Thomas Kohlbeck for the damages incurred from the breach of contract claims.

Counter-Defendants have filed a response to the motion for damages arguing that the Court should reconsider the entry of summary judgment. (Doc. 92). The Counter-Defendants argue that the Court should not grant the motion for monetary damages because summary judgment should be reconsidered and denied. Counter-Defendants do not specifically address the monetary damages sought in the pending motion and do not set forth any dispute to the amounts sought in the motion.

The Court finds no basis to reconsider its ruling on the motion for summary judgment. Further, the Court finds no dispute or objection to the damage amounts presented in the motion

based on the breach of contract claims. Therefore, after a review of the record before the Court, the Court **GRANTS** WVR's motion for monetary damages. (Doc. 89).

WVR has submitted evidence in the form of a declaration from the Vice President in the Consumer Finance Department of the terms of the contracts and the money owed under each. Further, the contracts were also attached to the summary judgment briefing.

Gay Hartfiel and Thomas Kohlbeck entered into contract #44-1704079 with WVR. Pursuant to the contract Hartfiel and Kohlbeck agreed to monthly loan payments of \$1,769.53. WVR states that 106 months of the 120 month loan term are unpaid – amounting to \$187,570.18 in past due loan payments. Regular assessment owed, along with late fees and collection fees, total \$13,938.35. As a result, the total amount owed under the contract is **\$201,508.53**.

Roger and Rita Leak entered into contract #74-1306419 with WVR. Pursuant to the contract the Leaks agreed to monthly payments of \$838.29. WVR states that 61 months of the 120 month loan term are unpaid – amounting to \$51,135.69 in past due loan payments. Regular assessment owed, along with late fees and collection fees, total \$11,880.16. As a result, the total amount owed under the contract is **\$63,015.85**.

Wherefore, based on the record before the Court, the Court hereby awards **\$63,015.85** in favor of WVR and against Roger and Rita Leak. The Court awards **\$201,508.53** in favor of WVR and against Gary Hartfiel and Thomas Kohlbeck.

IT IS SO ORDERED.

DATED: April 1, 2020

/s/ Douglas Harpool
DOUGLAS HARPOOL
UNITED STATES DISTRICT JUDGE